

(2) If so, is it unenforceable?  
(1) Is this a contract of adhesion?  
*Scissor-Tail, Inc.*, 623 P.2d 165 (Cal. 1981).

FILED  
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U.S. DISTRICT COURT E.D.N.Y.  
★ JUL 25 2019 ★

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BROOKLYN OFFICE

July 23, 2019

United States District Court  
Eastern District of New York  
Clerk of Court  
225 Cadman Plaza  
Brooklyn, New York 11201

UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF NEW YORK

In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation : No. 05-MD-01720 (MKB) (JO)  
:  
:

**Statement of Objections**

The details contained in my misprision of treason reports dated 07-10-19 and 07-17-19 (direct to this court) are here incorporated by reference along with the information contained on the enclosed CD (included herewith).

"The responsibility of counsel . . . does not permit even the appearance of divided loyalties of counsel."<sup>1</sup>

- **Defendants' contracts here are illegal, un-validated.**
- **Defendants' counsels' contracts here are illegal, un-validated.**
- **Defense Rings' contract acts here constitute insurrection and rebellion.**

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<sup>1</sup> *Kayes v. Pac. Lumber Co.*, 51 F.3d 1449, 1465 (9th Cir. 1995).

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“When a person is, *by reason of the existence of a state of war*, under a disability to commence an action, *the time of the continuance of such disability is not part of the period limited for the commencement of the action . . .*”<sup>2</sup> (tolled: suspended, time clock stops).”

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“This is not a Harry Potter’s novel; there is no s charm in making our constitutional rights disappear.”<sup>3</sup>

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<sup>2</sup> California Code of Civil Procedure § 354.

<sup>3</sup> *United States v. Bonas*, 344 F.3d 945 (9th Cir. 2003).

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## **I. Standing**

***Standing to object:*** “*Service* in suppressing insurrection or rebellion, *shall not be questioned*”.<sup>4</sup>

***Service***, n. 2a: the work performed by one that serves.<sup>5</sup>

***Suppress***, vt. 1: to put down by authority or force.<sup>6</sup>

***Insurrection***, n.: an act or instance of revolting against civil authority. *Syn* Rebellion.<sup>7</sup>

***Rebellion***, n. 1: opposition to one in authority or dominance; 2a: open, armed and usu. unsuccessful defiance of or resistance to an established government; 2b: an instance of such defiance or resistance.<sup>8</sup>

***Authority***. 1. The right or permission *to act legally* on another’s behalf; esp., the power of one person *to affect another’s legal relations* by acts done in accordance *with* the other’s *manifestations of assent*; the *power delegated* by a principal to an agent <authority to sign the contract>. See Agency. 2. Governmental *power or jurisdiction* <within the court/s authority>. 3. A governmental agency or corporation that administers *a public enterprise* <transit authority>.<sup>9</sup>

### **a. Imperative Authority**

***Imperative authority***. Authority that *is absolutely binding on a court*. — Also termed binding authority. Cf. binding precedent under Precedent.<sup>10</sup>

- “No State shall make any Thing but gold and silver backed *Coin a Tender of Debts*”.<sup>11</sup>
- “No State shall . . . coin Money”.<sup>12</sup>
- “No State shall . . . pass . . . *Law impairing the Obligation* of Contracts”.<sup>13</sup>

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<sup>4</sup> U.S. Const. amend. XIV § 4.

<sup>5</sup> *Merriam-Webster’s Collegiate Dictionary* 1137 (11<sup>th</sup> ed. 2014).

<sup>6</sup> *Merriam-Webster’s Collegiate Dictionary* 1256 (11<sup>th</sup> ed. 2014).

<sup>7</sup> *Merriam-Webster’s Collegiate Dictionary* 1256 (11<sup>th</sup> ed. 2014).

<sup>8</sup> *Merriam-Webster’s Collegiate Dictionary* 1037 (11<sup>th</sup> ed. 2014).

<sup>9</sup> *Black’s Law Dictionary* 108-109 (8<sup>th</sup> ed. 2005).

<sup>10</sup> *Black’s Law Dictionary* 108 (8<sup>th</sup> ed. 2005).

<sup>11</sup> U.S. Const. art. I, § 10, cl. 1.

<sup>12</sup> U.S. Const. art. I, § 10, cl. 1.

<sup>13</sup> U.S. Const. art. I, § 10, cl. 1.

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**Black hole**, n. 2a. something that consumes a resource continually <a financial black hole>; 2b: an empty space: Void.<sup>14</sup>

**Imply**: 1. To *express or involve indirectly*; to suggest. 2. (Of a court) to impute or impose on equitable or legal grounds <the court implied a contract between the parties>. 3. To read into (a document) <citing grounds of fairness, the court *implied a condition* . . . not expressed>.<sup>15</sup>

**Right**, n. 1. That which is proper under law, morality, or ethics <know right from wrong>. 2. *Something that is due to a person by just claim*, legal guarantee, or moral principle <the right of liberty. 3. *A power, privilege, or immunity secured to a person by law* <the right to dispose of one's estate>. 4. *A legally enforceable claim that another will do or will not do a given act*; a recognized and protected interest the violation of which is a wrong <a breach of duty that infringes one's right. 5. (often pl.) The interest, claim, or *ownership that one has* in tangible or intangible property <a debtor's rights in collateral> <*publishing rights*>.<sup>16</sup>

b. **Enforcement Rights**

**Upside-down**, adv. 1: in such a way that the upper and lower parts are reversed in position; 2: in or into great disorder <turned the world ~>.<sup>17</sup>

"It is only after considerable experience with certain business relationships that courts classify them as *per se* violations of the Sherman Act."<sup>18</sup>

"Legal authorities categorize agreements under the term "contract of adhesion" to *emphasize the need for the strict judicial scrutiny* of its terms".<sup>19</sup> "They bear within them the clear danger of oppression and *overreaching*".<sup>20</sup> "Such an agreement does not issue from that freedom in bargaining and equality of bargaining which are the theoretical parents of the *American law of contracts*."<sup>21</sup>

**Adverse use**. A use without license or permission. Cf. *Adverse Possession*.<sup>22</sup>

II. **Objections**

<sup>14</sup> *Merriam-Webster's Collegiate Dictionary* 129 (11<sup>th</sup> ed. 2014).

<sup>15</sup> *Black's Law Dictionary* 626 (8<sup>th</sup> ed. 2005).

<sup>16</sup> *Black's Law Dictionary* 1095 (8<sup>th</sup> ed. 2005).

<sup>17</sup> *Merriam-Webster's Collegiate Dictionary* 1376 (11<sup>th</sup> ed. 2014).

<sup>18</sup> *Broadcast Music, Inc. v. CBS, Inc.*, 441 U.S. 1 (1979).

<sup>19</sup> *Steven v. Fidelity & Casualty Co.*, 58 Cal.2d 862 (1962).

<sup>20</sup> *Graham v. Scissor-Tail, Inc.*, 623 P.2d 165 (Cal. 1981).

<sup>21</sup> *Neal v. State Farm Ins. Cos.*, 10 Cal. Rptr. 781 (Cal. Dist. Ct. App. 1961).

<sup>22</sup> *Black's Law Dictionary* 1289 (8<sup>th</sup> ed. 2005).

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"Since all competitors operate in the same way, the urge to be careful is not so pressing."<sup>23</sup> Supporting details to this Objection are contained on the enclosed CD.

a. **Defendants' contracts here are illegal, un-validated.**

b. **Defendants' counsels' contracts here are illegal, un-validated.**

c. **Defense Rings' contract acts here constitute insurrection and rebellion.**

"All contracts . . . are superinduced by the preexisting and higher authority of the laws of nature, . . . ; they are always . . . and must be presumed, *to be known and recognized by all, are binding upon all, and need never, therefore, be carried into express stipulation*, for this could add nothing to their force. Every contract in in-subordination . . . *must yield to their control*."<sup>24</sup>

"All contracts . . . to exempt anyone from responsibility for his own fraud, or willful injury to the person or property of another, or violation of law, whether willful or negligent, are against the policy of the law."<sup>25</sup>

### **III. Costs: Laws of Nature**

**Cost**, n. 1. *The amount paid or charged for something; price or expenditure.* Cf. Expense.<sup>26</sup>

**Direct cost**. The amount of money for a material, labor, and overhead to produce a product.<sup>27</sup>

**Metric**, adj. 2: of or relating to (such) an art, *process, or science of measuring*.<sup>28</sup>

"Consent is *not mutual*, unless . . . *all agree upon the same thing in the same sense*."<sup>29</sup>

<sup>23</sup> *Henningsen v. Bloomfield Motors, Inc.*, 32 N.J. 358 (1960), citing "Warranties of Kind and Quality," 57 Yale L.J. 1389, 1400 (1948).

<sup>24</sup> *Home Building & Loan Assn. v. Blaisdell*, 290 U.S. 398 (1934).

<sup>25</sup> Cal. Civ. Code - CIV § 1668.

<sup>26</sup> *Black's Law Dictionary* 295 (8<sup>th</sup> ed. 2005).

<sup>27</sup> *Black's Law Dictionary* 295 (8<sup>th</sup> ed. 2005).

<sup>28</sup> *Merriam-Webster's Collegiate Dictionary* 782 (11<sup>th</sup> ed. 2014).

<sup>29</sup> Cal. Civ. Code § 1580 (2005).

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**Same:** 1a: Resembling in *every relevant respect*. 1b: *conforming in every respect*; . . . 3: corresponding so closely as to be *indistinguishable*; 4: *equal* in . . . value, or importance.<sup>30</sup>

**Thing**, n. 1a: a matter of concern.<sup>31</sup>

**Sense:** 3: *conscious awareness* or rationality.<sup>32</sup>

**Bad** 9a: INVALID, VOID <a ~ check>; 9b: not able to be collected <a ~ debt>.<sup>33</sup>

**Good**, adj. 1. Sound or reliable. 2. *Valid, effectual, and enforceable*; sufficient under the law <good title>.<sup>34</sup>

**Valid**, adj. 1. Legally sufficient; binding <a valid contract>. 2. Meritorious <that is a valid conclusion based on the facts presented in this case>. — *validate*, vb. — *validation*, validity, n.<sup>35</sup>

“A *duty to disclose* may arise from the relationship between . . . parties entering into any kind of contractual agreement.’ These relationships are created by transactions between parties from which *a duty to disclose facts material to the transaction arises* under certain circumstances.”<sup>36</sup>

**a. De Jure: Validity Disclosures**

“**Competency**” . . . is “the ability to perform a task.”<sup>37</sup> Competency is therefore relative to *the task that is being considered*. A person is rarely *incompetent over all aspects* of his or her life; more often, *an impaired person is competent to make some decisions but not others*.<sup>38</sup>

“When speaking about the ability to make a decision, *the analysis of competency is closely tied to the field of psychology*.<sup>39</sup> It requires an assessment of the individual’s “capacity

<sup>30</sup> Merriam Webster’s Dictionary 1099 (11<sup>th</sup> ed. 2014).

<sup>31</sup> Merriam Webster’s Dictionary 1299 (11<sup>th</sup> ed. 2014).

<sup>32</sup> Merriam Webster’s Dictionary 1133 (11<sup>th</sup> ed. 2014).

<sup>33</sup> Merriam-Webster’s Collegiate Dictionary 91 (11<sup>th</sup> ed. 2014).

<sup>34</sup> Black’s Law Dictionary 574 (8<sup>th</sup> ed. 2005).

<sup>35</sup> Black’s Law Dictionary 1293 (8<sup>th</sup> ed. 2005).

<sup>36</sup> *Limandri v. Judkins* (1997) 52 Cal.App.4th 326, 336-337.

<sup>37</sup> TOM L. BEAUCHAMP & JAMES F. CHILDRESS, *PRINCIPLES OF BIOMEDICAL ETHICS* 70 (5<sup>th</sup> ed. 2001).

<sup>38</sup> BEAUCHAMP & CHILDRESS, *PRINCIPLES OF BIOMEDICAL ETHICS* 70 (5<sup>th</sup> ed. 2001).

<sup>39</sup> BEAUCHAMP & CHILDRESS, *PRINCIPLES OF BIOMEDICAL ETHICS* 69 (5<sup>th</sup> ed. 2001).

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*to understand the material information*, to make a *judgment about the information in light of their values*, to intend a certain outcome, and *to communicate freely* their wishes to . . . .”<sup>40</sup>

#### **IV. Conclusion**

“When a person is, *by reason of the existence of a state of war*, under a disability to commence an action, *the time of the continuance of such disability is not part of the period limited for the commencement of the action* . . . .”<sup>41</sup> (tolled: suspended, time clock stops).”

**Corollary, n.** A proposition that follows from a proven proposition with little or no additional proof; something that naturally flows.<sup>42</sup>

**Corner, n. 2.** The acquisition or control over all or a dominant quantity of a commodity with the purpose of artificially enhancing the price, carried out by purchases and sales of the commodity – and of options and futures – in a way that depresses the market price so that the participants are enabled to purchase the commodity at satisfactory prices and *withhold it* from the market for a time, *thereby inflating its price*. • A corner accomplished by confederation, with *the purpose of raising or depressing prices* and operating on the market, is *a criminal conspiracy* if the means are unlawful.<sup>43</sup>

**Failure of proof.** A party’s not having produced evidence establishing a fact essential to *a claim or defense*.<sup>44</sup>

A. **Mrrs. Defense Bar:** What I am saying, your Honor, is *there is no basis in law to suggest that we have some obligation to have cost pricing policies* or to base our pricing to the public based solely on costs or only to charge a certain dollar amount above costs.<sup>45</sup>

“When a person is, *by reason of the existence of a state of war*, under a disability to commence an action, *the time of the continuance of such disability is not part of the period limited for the commencement of the action* . . . .”<sup>46</sup>

#### **a. Appearance**

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<sup>40</sup> *Id.* at 71; see also Rhonda Gay Hartman, Adolescent Autonomy: Clarifying an Ageless Conundrum, 51 HASTINGS L.J. 1265, 1266 (1999- 2000).

<sup>41</sup> California Code of Civil Procedure § 354.

<sup>42</sup> *Black’s Law Dictionary* 288 (8<sup>th</sup> ed. 2005).

<sup>43</sup> *Black’s Law Dictionary* 287-88 (8<sup>th</sup> ed. 2005).

<sup>44</sup> *Black’s Law Dictionary* 504 (8<sup>th</sup> ed. 2005).

<sup>45</sup> 10-15-99 *McCampbell et al. v. Ralphs Grocery Company, Inc.*, Case No. 703666 (San Diego Superior Court) - transcript page 69.

<sup>46</sup> California Code of Civil Procedure § 354.

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**Judge Asked**, "How does one order a firm to set its own prices without regard to the likely reactions of its competitors?"<sup>47</sup>

**I-Answer**, "Independently measure costs on paper, fully disclosed and agreed upon".

**"A judge shall . . . avoid . . . the appearance of impropriety."**<sup>48</sup>

**"The district court has a special duty** to protect the interests of the class," *Staton v. Boeing Co.*, 327 F.3d 938, 970 (9th Cir.2003), and **must "act with a jealous regard to the rights of those who are interested."**<sup>49</sup>

**b. Honest Disclosures In Fact**

Honesty in fact: obligation:

- \*18 U.S.C. 1621 "Perjury and False Statements"
- \*18 U.S.C. 1622 "Subornation of Perjury"
- \*18 U.S.C. 1623 "**False Declaration Grand Jury or Court**"
- \*18 U.S.C. 1513 "Retaliating Against a Witness" (RAW)

Dissociative identity disorder (DID), previously known as *multiple personality disorder*,<sup>50</sup> is a mental disorder characterized by at least two distinct and relatively enduring personality states.<sup>51</sup>

This is accompanied by memory gaps, beyond what would be explained by ordinary forgetfulness.<sup>52</sup> These states alternately show in a person's behavior;<sup>53</sup> presentations, however, are variable.<sup>54</sup>

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<sup>47</sup> *Blomkest Fertilizer et al. v. Potash Corporation of Saskatchewan, Inc. et al.* (8th Cir. 2000).

<sup>48</sup> ABA Model Code of Judicial Conduct, Canon 1 (2011 Edition).

<sup>49</sup> *In re Wash. Pub. Power Supply Sys. Sec. Litig.* (WPPSS), 19 F.3d 1291, 1302 (9th Cir.1994) (internal quotation marks omitted); see also *In re Mercury Interactive Corp. Sec. Litig.*, 618 F.3d 988, 994 (9th Cir.2010)."

<sup>50</sup> "The ICD-10 Classification of Mental and Behavioural Disorders" (PDF). World Health Organization.

<sup>51</sup> American Psychiatric Association (2013), *Diagnostic and Statistical Manual of Mental Disorders* (5th ed.), Arlington: American Psychiatric Publishing, pp. 291–298.

<sup>52</sup> American Psychiatric Association (2013), *Diagnostic and Statistical Manual of Mental Disorders* (5th ed.), Arlington: American Psychiatric Publishing, pp. 291–298.

<sup>53</sup> American Psychiatric Association (2013), *Diagnostic and Statistical Manual of Mental Disorders* (5th ed.), Arlington: American Psychiatric Publishing, pp. 291–298.

<sup>54</sup> Beidel, Deborah C.; Frueh, B. Christopher; Hersen, Michel (2014). *Adult psychopathology and diagnosis* (Seventh ed.). Hoboken, N.J.: Wiley. pp. 414–422.

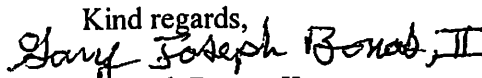


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c. **Canon 1**

*"A judge shall uphold and promote the independence, integrity, and impartiality of the judiciary, and shall avoid impropriety and the appearance of impropriety."*<sup>55</sup>

18 U.S. Code § 242 - Deprivation of rights.<sup>56</sup> "This is not a Harry Potter's novel; no making our constitutional rights disappear."<sup>57</sup>

Kind regards,  
  
Gary Joseph Bonas, II

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<sup>55</sup> ABA Model Code of Judicial Conduct, Canon 1 (2011 Edition).

<sup>56</sup> 18 U.S. Code § 242 - Deprivation of rights under color of law.

<sup>57</sup> *United States v. Bonas*, 344 F.3d 945 (9th Cir. 2003).

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**Service List**

Secret Service  
[Name Redacted]  
5051 Verdugo Way, #310  
Camarillo, CA, 93012  
Phone: 805-383-5745

***Patriot***: one who loves his or her country and supports its authority and interests.<sup>1</sup>

***Rule***: "Bounties for services in suppressing insurrection or rebellion, shall not be questioned".<sup>2</sup>

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"Where a court has jurisdiction, it has a right to decide every question which occurs in the cause, and whether its decision be correct or otherwise, its judgment, until reversed, is regarded as binding in every other court. But if it act without authority, its judgments and orders are nullities; they are not voidable, but simply void, and form no bar to a recovery sought, even prior to a reversal, in opposition to them; they constitute no justification, and all persons concerned in executing such judgments, or sentences, are considered in law as trespassers." *Williamson v. Berry*, 49 U.S. 495 (1850).

***Rule***: "***The validity of the public debt*** of the United States, authorized by law, including debts incurred for payment of pensions and bounties for services in suppressing insurrection or rebellion, shall not be questioned. But ***neither the United States nor any state shall assume or pay any debt or obligation incurred in aid of insurrection or rebellion against the United States, . . . ; but all such debts, obligations and claims shall be held illegal and void.***"<sup>3</sup>

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<sup>1</sup> *Merriam-Webster's Collegiate Dictionary* 909 (11<sup>th</sup> ed. 2014).

<sup>2</sup> U.S. Const. amend. XIV § 4.

<sup>3</sup> U.S. Const. amend. XIV § 4.